

APPENDIX

**VERIFIED/AMENDED OPPOSITION TO DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AND PLAINTIFFS' CROSS MOTION FOR
SUMMARY JUDGMENT**

**ABELLANOSA, JOANNA, et al. V. L&T INTERNATIONAL
CORPORATION**

CIVIL ACTION NO. 05-0010

ORIGINAL

1.DEPOSITION OF JACK TORRES

(Page 34, page 61, page 62, page 101, page 146, page 155, page 156, page 157, page195, page196).

1 A ...and or if their work and entry permits have been
2 issued or released.

3 Q Okay, please cancel processing of their work and entry
4 permits and or if their work and entry permits have
5 been issued slash released, okay. Ah, what was the
6 purpose of that?

7 A Well, it's self explanatory. Exactly what it says.

8 Q Okay. Okay, let's see if we can move on to, I'm
9 looking now, I guess we can mark this separately, I
10 think these are separate documents, we'll make this
11 separate, they were produced, you gave it under your
12 No. 11 attached to it, but I think they're...[pause],
13 we'll make them separate here. Okay, I'm looking at a
14 document dated June 26, 2003? Ah, addressed to a Dr.
15 Joaquin A. Tenorio and appears to be from Eloy S. Inos.
16 Ah, let me ask you to look at this, Mr. Torres, and
17 tell me what that is and what it represents?

18 A This is in response to a question that you asked me
19 whether there -- there was any other communication from
20 the company to -- to the Department of Labor regarding
21 the economic situation at that time.

22 Q Uh-huh?

23 A And this is it.

24 Q Okay, and Mr. Eloy Inos is Vice President of ah, Tan
25 Holdings? Or what. What is it.

1 Queen -- Quin -- Quing? And ah, Ms. Barnabe, ah, were
2 there others that were involved in the initial
3 interviews with the plaintiffs in this case?

4 A I believe ah, Charlie So and ah, David Zheng (ph.). Ah
5 David is no longer with us, Charlie is still with us.

6 Q Okay, and had you given ah, your staff, had they had
7 any -- before they went into these interviews, any
8 training or ah, instructions as to ah, what to say to
9 the applicants, ah about the payment of the health
10 examination fee and health certificate fee?

11 A There were no specific instructions with respect to
12 that particular issue, ah however, ah -- ah these
13 people, I mean my staff know ah, when the employer
14 becomes responsible and when they are not responsible.
15 We've been doing this thing for years.

16 Q Okay, are you saying that for years you -- the
17 employees have paid for their health certificate,
18 examination fee?

19 A For -- for initial applications? Yes.

20 Q And, what about the second -- okay, so if they paid for
21 the initial application, who pays for the second if
22 they renewed?

23 A The second is paid by -- by -- by the employer, I mean
24 that's clear in the statute, that once you -- you are a
25 nonresident worker, you become a nonresident worker ah,

1 and when I say nonresident worker is -- I mean a non --
2 an alien who has a permit here, then the employer is
3 responsible for payment of medical expenses.

4 Q So, your staff, you're confident that your staff would
5 have told the plaintiffs of this policy that you said
6 that you've been following through the years?

7 A I'm sure of that.

8 Q And then for the second year, ah what would your staff
9 have told the plaintiffs about payment for the second
10 year ah, health examination....

11 A I don't--

12 Q fee and ah--

13 A I don't -- I don't think there would be any discussion
14 about second year, I mean their -- their task was to
15 prepare documents for submission ah, so I don't believe
16 any of the staff would be talking about second year.

17 Q But you just said that that was ah, that they paid for
18 the first year--

19 A No, you asked me whether they know and I said, yes,
20 they would know that when a -- when an employee ah,
21 either arrives here or is consensually transferred
22 here, that the employer would become responsible after
23 they receive the permit. Before that? The employer is
24 not responsible. They know that. That's what you
25 asked me, whether they know that that's -- that's the

1 MR. THOMPSON: It's okay.

2 MR. HILL: We will--

3 MR. THOMPSON: Just for the record, that document
4 ...[unintelligible] these documents that have been available
5 to you for your inspection.

6 MR. HILL: Okay. Let me just go off--

7 OFF/ON RECORD

8 MR. HILL: Okay, Mr. Torres, we're back on now, I'd ask
9 that you look at the ah, document that you provided ah,
10 during the break, ah entitled reduction in force, RIF, ah
11 dated April 21st, 2003. All right, now is that the one that
12 you say that -- the RIF and the policy that was in effect
13 when plaintiffs were RIF-ed in 2004?

14 A Yes, sir.

15 Q Okay, and that would have been the one that you applied
16 to the plaintiffs?

17 A Yes.

18 Q Okay, now let me call your attention to, I'll give you,
19 show you a copy of ah, the termination letter, where is
20 that, okay, you have a copy of the termination letter
21 there, right? Of the plaintiffs?

22 A Yes, yes.

23 Q Okay, and ah, now looking at that termination letter,
24 ah how many days ah, notice you have there?

25 A Ten days.

1 orders either just shortly prior to May? Or early May.

2 Q Now, when plaintiffs were hired ah, in the beginning
3 part of ah, 2004, ah had there been order projections
4 made by Ms. Connie Yeung's office?

5 A Yes.

6 Q And, what were those projections at that time?

7 A The projections were--

8 Q As far as the head counts you would need?

9 A Yes, ah she--

10 Q For the -- for the--

11 A She had a, ah head count requirement of approximately
12 400, that the factory needed 400 based on the -- the
13 January, February, ah projection?

14 Q 2004?

15 A Yes.

16 Q And, that projection was for what, over a period of a
17 year? How long would they need this 400 for.

18 A Well, the -- the -- the projection was based on -- on
19 the level of orders, so the -- the January and February
20 looked very good and we didn't have enough manpower, so
21 ah, hence the decision to recruit ah, because ah, we
22 were not able to deliver garments ah, on time because
23 we had a lot of orders in January and February. Ah,
24 that's why we decided to -- to recruit because the
25 orders did not match our manning level, we needed more

1 A Now, I believe that what -- what -- what ah -- I don't
2 think they were told that we were recruiting for
3 packers, I don't think so. They were classified as
4 packers once -- once we were not able to ah -- they
5 were hired as packers once we were not able to -- to
6 hire ah, to recruit the -- the necessary numbers of
7 sewers and pressers.

8 Q And, did they qualify as packers? Or what is the
9 qualifications of a packer...[unintelligible].

10 A Basically, that ah -- they ah -- here's what happened,
11 ah -- ah when we did not get the -- the results that we
12 wanted from both the -- the DES referral and the walk-
13 in, ah the company decided to ah, hire those that
14 responded to -- either have some experience, garment
15 experience, or were able to -- to work ah, standing, in
16 a standing position.

17 Q The basic skills?

18 A Ah, no, no basic skills, if they -- if they ah, have
19 basic skills? Ah, they were hired. If they didn't
20 have packing skills, but were able to work eight hours
21 standing? They were selected.

22 Q Okay, so the workers that -- the plaintiffs and the
23 workers that you were recruiting at that time as
24 packers, ah, there was no conditions preceded that they
25 had to have previous packing experience?

1 A No, see, we didn't recruit for -- for packers. We just
2 basically needed people to work -- to work and if they
3 didn't have -- if they had packing experience? We
4 hired. If they didn't have packing experience, but
5 could work standing for eight hours? We hired. Those
6 -- those classifications were -- were made after they
7 were selected to -- to submit them as packers.

8 Q Well, let me ask you this then, was the plan then that
9 you would hire these persons and then train them, give
10 them some training in the packing?

11 A Yeah, they would -- they -- they would ah -- ah yes,
12 and as a matter of fact, they did have ah, on the job,
13 they were shown how to do, do things, because--

14 Q On the job training?

15 A Yes.

16 Q Now, were any of the plaintiffs terminated because they
17 didn't do their jobs right?

18 A Not that I -- that I -- I know.

19 Q Did you speak with Ms., ah -- all the other people in
20 the HR department about this, or?

21 A The plaintiffs, the plaintiffs were terminated ah, as a
22 result of the reduction in force, but not from some
23 disciplinary action.

24 Q To your knowledge, were any of the plaintiffs, ah
25 terminable for ah, any other reasons, other than

1 reduction in force?

2 A At the time the decision was made? No.

3 Q What about after the time the decision was made?

4 A I can't say because they've been terminated, I mean if
5 -- if, for instance, they -- they ah -- they can be
6 terminated for ah -- ah violation of the employment
7 contract, any of those enumerated provisions. Let's
8 say, ah one of those or two of those violates, ah for
9 instance, ah have ah -- were engaged in altercation?
10 They would be terminated because we have zero tolerance
11 for -- for that ah -- for work place violence.

12 Q Okay, to your knowledge, as you sit here today, was
13 there any pre-existing grounds or cause that you could
14 have terminated any of the plaintiffs for, other than
15 reduction in force?

16 A No.

17 Q Now, which, would you identify for me which supervisors
18 and employees were involved in selecting and
19 determining the employees to be RIF-ed?

20 A As -- as I said yesterday, a determination on head
21 count was -- was ah, based by taking ah -- ah the 296
22 packers and ah -- ah taking the difference of the
23 projected ah -- the percentage of projected versus
24 confirmed orders for ah -- ah June. So, it was 296
25 times 32%. That's the formula that was used to ah,

1 Q Does that code have a provision for regarding ah,
2 procedures in terminating employees?

3 A Not procedures, ah grounds for terminating employees.

4 Q Does it provide for any notice to employees ah, in any
5 -- any way?

6 A Yes, we ah -- what it does, I -- I don't believe it
7 provides for notice, but we notify employees ah, when
8 we are terminating them not because of the code of
9 conduct, but because of the employment contract.

10 Q So what about those employees who don't have contracts,
11 do they get notice?

12 A They do get notice, yes.

13 Q Are they entitled to notice?

14 A Just like everybody else. We give them notice as a
15 matter of practice.

16 Q Do we have a code of conduct here? Is that a big book
17 or just a couple of page?

18 A No, it's probably about 5, 6 pages only. It basically
19 states ah, the grounds for -- it basically states the
20 grounds for ah -- ah, disciplinary action.

21 Q Okay. Do you believe that L&T would have ah -- would
22 have to have closed if the plaintiffs were retained
23 through the term of their contract?

24 A I -- I -- can you repeat that?

25 Q Do you believe that L&T would have to close if the

1 plaintiffs were retained through the ah, term of their
2 contract?

3 A I don't think it would close because it's ah, we got
4 other activities other than...[pause]--

5 Q I guess my question is, do you think if plaintiffs --
6 having to pay plaintiffs through the unexpired term of
7 their contracts would have caused L&T to go out of
8 business?

9 A I don't think so.

10 Q Were plaintiffs ever offered a reduced contract in lieu
11 of ah, just termination?

12 A Well, I don't understand reduced contract--

13 Q Well, did you ever offer them, for example, go to them
14 and say that ah, look, we're not getting orders, so
15 we're willing to offer you a contract for three months?
16 Two more months? And then you're out?

17 A That was not done.

18 Q Now, who prepared the ah, contract form for L&T?

19 A Pardon me?

20 Q Who prepared the contract form for L&T? The plaintiffs
21 -- the one the plaintiffs used.

22 A Who prepared it?

23 MR. HILL: Yes.

24 A What do you mean, ah who prepared it. HR prepared the
25 documents, ah--

2.EXHIBIT “D”

TAN HOLDINGS CORPORATION



LUEN THAI APPAREL AFFILIATES - SAIPAN



LUEN THAI NON-APPAREL AFFILIATES - SAIPAN

**OFFICE OF THE HR DIRECTOR
HUMAN RESOURCES POLICY & PROCEDURES MANUAL**

DATE: 21st April 2003

TO: Department Managers/Heads

CC: Eli Arago; Connie Yeung; Steve Pixley; Colin Thompson;
Lynn Knight; Eloy Inos

FROM: Human Resources Department

SUBJECT: REDUCTION IN FORCE (RIF)

EX "D"
J. Arago

POLICY

Elimination or reductions in funding; reduced or changed work requirements; department reorganization; decreased workload; decrease in volume of business, discontinued functions, downturn in business volume; lack of work; a prolonged down cycle; re-engineering of processes or procedures; outsourcing functions; halt in operations; or other reasons may necessitate employee layoff for an indefinite period or a permanent reduction in force.

The company will process reduction in force either based on seniority, performance and/or qualifications of employees to meet remaining job requirements, or other specific criteria which may be deemed appropriate by the company.

1. **Determining Priorities for Reductions.** A reduction in force decision requires an evaluation of the need for particular positions and the relative value of specific employees so that the company can provide the highest level of service possible with a reduced work force. Determining the retention or separation of a particular employee should include an evaluation of the relative skills, knowledge, and productivity of the employee in comparison to necessary services. Length of service and other factors must be considered but may receive less weight in the determination. The department determines priority for reduction in force

within the following guidelines:

- Temporary employees (TWA) in the same or related classifications must be terminated before any employee with a probationary or regular (full-time) appointment, provided that a probationary or regular (full-time) employee can perform the temporary employee's tasks.
- Employees with probationary appointments as well as trainees and apprentices (*except Workforce Investment Agency's [WIA] trainees*) with less than six months' service must be terminated before any employee in the same or a related classification with a regular (full-time) appointment, provided that the employee can perform the tasks of the probationary employee, trainee, or apprentice.
- Reduction in force of employees should be based on the following factors:
 - Company needs. Determine which positions are most vital to the department in the delivery of services.
 - Relative skills, knowledge, and productivity of employees. Personnel files and performance appraisals should be reviewed.
 - Length of service of employees.

Any application of the reduction in force policy must be reviewed by the affected department(s) and Human Resources and Legal Departments to determine its impact on the company's compliance with applicable laws.

2. **Reduction in Force (RIF) Plan Approval by HRD.** All reduction in force separations must receive prior approval from the Director or Manager of the Human Resources Department (HRD), as appropriate, to ensure compliance with company policies and procedures, and with federal and NMI laws and regulations.

3. **RIF Plan.** Employees may be separated as a result of a reduction in force, subject to the following provisions:

i. Prior to requesting approval from the Director or the Manager of HRD, as appropriate, the department head shall identify the position or positions to be eliminated by job classification. S/he shall then identify employees working within the department in the same or similar job classifications, and apply the following criteria to determine which employee(s) shall be separated.

a) Seniority shall govern the selection when the relative job performance of the affected employees is regarded as substantially equal.

b) Employees who received a written performance evaluation within the preceding 12 months which documents performance substantially lower than other employees with the same or similar classification titles, or who have been given a written warning for unsatisfactory job performance, or who have been disciplined for cause within the preceding 12 months period, may be considered for separation before other employees. The preceding 12 month period means the 12 months preceding the date upon which the department requested approval from HRD to implement a reduction in force.

c) Employees who have not completed their probationary period shall be separated before employees who have satisfactorily completed probation.

d) Temporary staff employees shall be separated before permanent staff employees.

ii. The boundaries of consideration for a reduction in force action shall be identified as the department, unless the Department Head receives prior approval from the Director or Manager of HRD, as appropriate, to expand or contract the boundaries for bonafide business reasons.

iii. An employee with five or more years of service at the company whose position is eliminated due to a reduction in force shall be referred to Human Resources (Employment) where s/he shall be referred for interviews for open positions at the same or a lower grade for which the employee is qualified. Such referral shall continue for up to 45 days from the date of separation. A department having an open position shall be expected to interview such an employee provided the employee meets the minimum qualifications for the position. A department accepting an employee who has been separated due to a reduction in force, or who is under notice of separation due to a reduction in force, to fill an open position shall not be required to consider other applicants.

iv. Employees who are separated due to a reduction in force and who thereafter are rehired within three months in the same position, shall be reinstated with their original date of hire and without loss of benefit entitlement and shall not be required to serve a new probationary period. Those who are rehired after three months in the same or other position will be reinstated with cut in their tenure corresponding to the period it takes them before being rehired after their separation, and may, on a case to case basis, be required to undergo a new probationary period.

v. Permanent employees who are separated due to a reduction in force shall be given written notice of separation at least 15 days prior to the effective date of separation, or severance pay in lieu of notice. Notice is given in

writing by the department head, and either delivered personally to the employee, or mailed (certified) to his/her last known address.

vi. Reestablishment of a permanent staff position which has been subject to a reduction in force action within the previous 12 months, shall require prior approval from the Director of Human Resources or his/her designee, and the cognizant vice president.

vii. When a position which has been subject to a reduction in force action is reestablished within 12 months of the initial reduction in force action, the employee affected by the reduction in force shall be given first consideration for rehiring into the position.

BRIEFING AFFECTING EMPLOYEES

Before a reduction in force occurs, the department head provides the following information, in writing, to the employee(s) being laid off:

- The reason for the reduction in force.
- The effective date of the reduction in force (*at least ten days following notification date*).
- Direction to contact Human Resources for information on the following:
 - The company's policy on priority re-employment.
 - Completion of necessary application forms.
 - The availability of aid in seeking other employment.
- The right of permanent employees to appeal the reduction in force through the Employee Grievance and Appeal Procedure.

Effective Date

This policy shall take effect seven days from the date hereof.

Issue No.2
Ref. No.: F-HRD-029
Issue Date: 04/01/02

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/dianne

3.EXHIBIT “L”

11

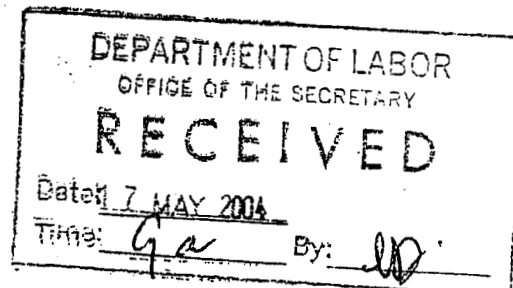
Ten Holdings Corporation

JACK S. TORRES
Director of Human Resources

May 13, 2004

Dr. Joaquin Tenorio, Secretary of Labor
 Mr. Dean Tenorio, Director of Labor
 Department of Labor
 2nd Floor, Afetna Square, San Antonio
 Saipan, MP 96950

Gentlemen:



RE: L&T International Corporation
TERMINATION NOTICE - REDUCTION IN FORCE

On June 26, 2003, we advised your office regarding our company-wide on-going re-engineering program and reduction in force due to economic necessity (please see attached letter). This review process has resulted in another series of headcount reductions at L&T International Corporation (L&T) and we would like to inform you that the employment of the following individuals were terminated which will take effect on **May 23, 2004**. Repatriation arrangements have been made for those employees who wish to leave within the next couple of weeks and for others who wish to take full advantage of the 45 days extended stay to look for another employer.

Please cancel processing of their work and entry permits and/or if their work and entry permits have been issued/released.

	NAME	LIIDS #	EXPIRY DATE	POSITION
1	Abellanos, Joanna	163744	Mar. 16, 2004	Packager, Hand
2	Alvarado, Marisa	191970	Feb. 23, 2004	Packager, Hand
3	Antatico, Nora	103763	Feb. 27, 2004	Packager, Hand
4	Apit, Loly	281297	Mar. 16, 2004	Packager, Hand
5	Apostol, Leonida	197127	Feb. 23, 2004	Packager, Hand
6	Aquino, Ma. Russel	152323	Mar. 18, 2004	Packager, Hand
7	Aranda, Marlou	126463	Mar. 16, 2004	Packager, Hand
8	Arcega, Precilla	132486	Mar. 09, 2004	Packager, Hand
9	Asia, Angelita	116893	Mar. 09, 2004	Packager, Hand
10	Baay, Cristina	123519	Mar. 04, 2004	Packager, Hand
11	Balbido, Marissa	121626	Mar. 09, 2004	Packager, Hand
12	Balcita, Amalia	108449	Mar. 16, 2004	Packager, Hand
13	Balicha, Estelita	155294	Mar. 18, 2004	Packager, Hand
14	Banaag, Evelyn	157639	Feb. 23, 2004	Packager, Hand
15	Banguilan, Teresita	117981	Mar. 23, 2004	Packager, Hand
16	Bantillo, Delma	143374	Feb. 24, 2004	Packager, Hand
17	Basto, Zenaida	103185	Feb. 11, 2004	Packager, Hand
18	Bautista, Consolita	121374	Mar. 09, 2004	Packager, Hand

P.O. Box 501280
 Lower Base
 Saipan, MP 96950
 Tel: (670) 322-5451
 Fax: (670) 322-9202
 DID: (670) 236-2143
 E-mail: jack_torres@tenholdings.com

p 1/3

EXHIBIT
"L"

19	Bernardino, Eva	154585	Feb. 27, 2004	Packager, Hand
20	Butic, Teresita	137565	Mar. 18, 2004	Packager, Hand
21	Cabanit, Anastacia	128709	Feb. 23, 2004	Packager, Hand
22	Capacite, Emerita	173306	Mar. 08, 2004	Packager, Hand
23	Carait, Ruby	107191	Mar. 16, 2004	Packager, Hand
24	Cava, Marita	115313	Mar. 09, 2004	Packager, Hand
25	Chavez, Evangeline	165345	Apr. 22, 2004	Packager, Hand
26	Concepcion, Andrea	113804	Mar. 09, 2004	Packager, Hand
27	Contemplacion, Nelida	128675	Feb. 26, 2004	Packager, Hand
28	Correa, Haide	151260	Feb. 23, 2004	Packager, Hand
29	Cruz, Agnes	177945	Mar. 16, 2004	Packager, Hand
30	Cruz, Helen	280767	Mar. 09, 2004	Packager, Hand
31	Dela Cruz, Ma. Rosario	205275	Mar. 09, 2004	Packager, Hand
32	Delos Santos, Elena	135137	Feb. 23, 2004	Packager, Hand
33	Domine, Corazon	103484	Mar. 23, 2004	Packager, Hand
34	Dugay, Nomiela	159068	Mar. 16, 2004	Packager, Hand
35	Espelarga, Jeffrey	111747	Mar. 03, 2004	Packager, Hand
36	Fajarda, Amelita	146235	Feb. 24, 2004	Packager, Hand
37	Gadiane, Marilyn	196297	Mar. 18, 2004	Packager, Hand
38	Gases, Nenita	128610	Feb. 23, 2004	Packager, Hand
39	Gelera, Eireen	188757	Mar. 23, 2004	Packager, Hand
40	Gonzales, Guadalupe	123774	Feb. 11, 2004	Packager, Hand
41	Hernandez, Wendeline	151572	Mar. 02, 2004	Packager, Hand
42	Inopiquez, Rosalinda	103193	Mar. 09, 2004	Packager, Hand
43	Ladia, Victoria	111092	Feb. 11, 2004	Packager, Hand
44	Lejano, Angela	152582	Mar. 09, 2004	Packager, Hand
45	Lozano, Nelia	160161	Mar. 18, 2004	Packager, Hand
46	Maclang, Marideth	154423	Mar. 09, 2004	Packager, Hand
47	Magalong, Josephine	181481	Mar. 09, 2004	Packager, Hand
48	Magnaye, Ma. Beatriz	115304	Feb. 23, 2004	Packager, Hand
49	Manzanilla, Edelita	159160	Feb. 27, 2004	Packager, Hand
50	Mateo, Marla	174817	Feb. 18, 2004	Packager, Hand
51	Mendoza, Belinda	127382	Mar. 23, 2004	Packager, Hand
52	Miranda, Amalia	205857	Mar. 16, 2004	Packager, Hand
53	Molina, Elizabeth	150376	Feb. 09, 2005	Packager, Hand
54	Monsalud, Eva	205179	Mar. 09, 2004	Packager, Hand
55	Nabor, Celestina	141106	Mar. 02, 2004	Packager, Hand
56	Navida, Marichu	193384	Feb. 11, 2004	Packager, Hand
57	Nimo, Eulalia	120461	Feb. 20, 2004	Packager, Hand
58	Nipaya, Leonila	146817	Mar. 16, 2004	Packager, Hand
59	Nisperos, Jenita	200120	Feb. 23, 2004	Packager, Hand
60	Nueva, Marites	127691	Mar. 16, 2004	Packager, Hand
61	Olermo, Ruby	129393	Feb. 23, 2004	Packager, Hand
62	Pangan, Marita	194864	Feb. 09, 2004	Packager, Hand
63	Pangelinan, Teresita	143195	Mar. 04, 2004	Packager, Hand
64	Pascua, Dyna	116446	Feb. 23, 2004	Packager, Hand
65	Pascual, Myrna	111088	Mar. 09, 2004	Packager, Hand
66	Pelegriño, Adoración	197235	Feb. 24, 2004	Packager, Hand
67	Perfecto, Charito	160280	Mar. 09, 2004	Packager, Hand
68	Pomarejos, Gloria	112375	Jan. 28, 2004	Packager, Hand
69	Quipot, Mercia	159256	Mar. 02, 2004	Packager, Hand
70	Relevante, Adora Mae	156039	Mar. 16, 2004	Packager, Hand
71	Reyes, Amelia	101788	Feb. 23, 2004	Packager, Hand
72	Salvador, Janna	132066	Mar. 09, 2004	Packager, Hand

73	Sapiandante, Mila	164714	Mar. 09, 2004	Packager, Hand
74	Soriano, Marietta	183882	Mar. 16, 2004	Packager, Hand
75	Tapiador, Teresa	100220	Mar. 02, 2004	Packager, Hand
76	Teberio, Jessica	192359	Feb. 19, 2004	Packager, Hand
77	Tobias, Jocelyn	101942	May 04, 2004	Packager, Hand
78	Valdoz, Sherowin	282581	Feb. 27, 2004	Packager, Hand
79	Villanueva, Maribel	104315	Feb. 20, 2004	Packager, Hand

As always, thank you so much for your usual understanding and kind support.

Sincerely yours,



MA. LUISA DELA CRUZ-ERNEST
Human Resources Manager

cc: Philippine Consulate Office

Attached: as stated

ref:/d/letters/term nic2Labor_rif
/dianne

4.EXHIBIT ‘M’

Tan Holdings Corporation

"M"

June 26, 2003

Dr. Joaquin A. Tenorio
Secretary
Department of Labor
Caller Box
Saipan, MP 96950

Dear Secretary Tenorio:

The economic downturn is affecting most businesses in the Commonwealth, as well as globally. Particularly affected is our apparel manufacturing business, which is experiencing a reduction in sales due to the softening of the American market, SARS, and increasing competition from foreign countries.

To help ensure our company's survival, our companies are reviewing all departments and work processes as part of a company-wide re-engineering program to increase efficiency and reduce costs. Some of the re-structuring has or will result in a reduction in our workforce.

We have recently advised several employees that their services will no longer be needed and we expect that there will be more announcements in the near future. As this occurs, please be assured that we will follow all applicable laws and regulations, and will communicate with your Department regarding the cancellation of any contracts for foreign workers.

A reduction in our workforce is always difficult. We care very much about our employees, and at the same time are making every effort to do what is right and necessary for the survival of the business and continued employment of the majority of our workforce. We are following policies and procedures, which we believe will ensure transparency and fairness in the reduction-in-force selection process.

Thank you in advance for your understanding and support as we go through this difficult transition process.

Sincerely,


ELOY S. INOS

Vice President

**5. DEPOSITION OF
JOCELYN TOBIAS**
(Page 199, page 200, page 201)

1 Q she said that she cannot give it to you because of
2 management's order?

3 A yes.

4 Q did she say anything after that?

5 A no.

6 Q did she say anything else?

7 A no.

8 Q did you ever ask anyone else at L&t for a copy of your
9 contract?

10 A no.

11 Q have you, um, ever applied any job, since you lost,
12 since your termination at L&T, have you applied for
13 any work outside of the cnmi?

14 A no.

15 Q have you applied for any work in the Philippines since
16 you were terminated by L&T?

17 A no.

18 Q did you expect to have your contract renewed, um, with
19 L&T for a second year?

20 A yes.

21 Q why?

22 A on my point of view I think positively I would say yes
23 because I myself is not, I worked, I believed that I
24 worked hard, not unless, ah, it's, ah, it depends on
25 the, oh, it depends on the employer because that is on

1 their hands if they're gonna renew you or not, because
2 as I've said some things changes without us, no, but
3 if you will ask me if I believe that I would be renew
4 I would positively say yes.

5 Q okay. And why would you believe that you would have a
6 renewal?

7 A why would I believe I would have a renewal, just, ah,
8 just, I just thought of it. I thought of it.

9 Q uh huh. Did anyone at L&T ever promise you that they
10 would renew your contract after one year?

11 A no, but, ah, I, I thought of it because they were
12 telling us the point that on the first, ah, on the
13 first year with regards to medical they said that we
14 will be shouldering, the second year for our renewal
15 they will be the ones to be,

16 Q shoulder?

17 A yes.

18 Q okay.

19 A be shouldering it or be taking it.

20 Q did someone tell you that?

21 A yes.

22 Q who, who told you that?

23 A the people from HR.

24 Q who, you don't know the name?

1 A Baby Lopez and, ah, the other lady, the one we
2 encounter on the window.

3 Q uh huh. So 2 different people told you that?

4 A yes.

5 Q okay. When did Baby Lopez tell you that?

6 A I don't remember anymore.

7 Q you don't, how do you remember that she told you?

8 A I, I knew that she told me that but I don't know the
9 exact dates anymore.

10 Q did she tell you that before you signed your contract,
11 employment contract?

12 A yes, before.

13 Q okay. Did she tell you that in person or over the
14 telephone?

15 A in person.

16 Q okay. So you met with Baby twice in person before you
17 signed your employment contract, is that right?

18 A it's not her but there's 2 of them as I said, they
19 alter.

20 Q did, do you remember Baby Lopez telling you that, um,
21 that you would be responsible for your health
22 certificate the first year and L&T would pay for it in
23 the second?

24 A yes, the other lady and Baby told that.

25 Q to you?